

## MEMORANDUM

Agenda Item No. 11(A)(1)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

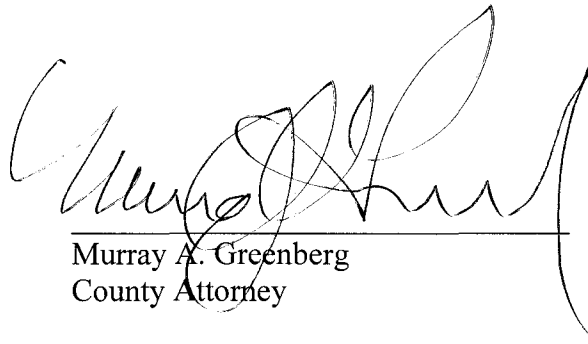
**DATE:** March 21, 2006

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Resolution Allocating  
\$80,000 to Black Economic  
Development Coalition, Inc.  
D/B/A Tools for Change to be  
Taken From the Funds in the  
Commercial Development  
Loan Program; Authorizing an  
Amendment to the Guaranty  
Fund Agreement; and Directing  
The County Manager to Execute  
Said Amendment

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The accompanying resolution was prepared and placed on the agenda at the request of  
Commissioner Audrey M. Edmonson.



Murray A. Greenberg  
County Attorney

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# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** March 21, 2006

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(1)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 11(A)(1)

Veto \_\_\_\_\_

03-21-06

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ALLOCATING \$80,000 TO BLACK ECONOMIC DEVELOPMENT COALITION, INC. D/B/A TOOLS FOR CHANGE TO BE TAKEN FROM THE FUNDS IN THE COMMERCIAL DEVELOPMENT LOAN PROGRAM; AUTHORIZING AN AMENDMENT TO THE GUARANTY FUND AGREEMENT; AND DIRECTING THE COUNTY MANAGER TO EXECUTE SAID AMENDMENT

**WHEREAS**, Black Economic Development Coalition, Inc. d/b/a Tools for Change has been operating in Miami-Dade County to implement a multi-pronged program to further the creation and growth of black-owned businesses, improve income circulation within black communities in Miami-Dade County and enhance the availability of goods and services in predominately black communities; and

**WHEREAS**, Black Economic Development Coalition, Inc. d/b/a Tools for Change is also responsible for administering the Guaranteed Loan Program for the development of Disadvantaged Businesses in Miami-Dade County; and

**WHEREAS**, the Guaranteed Loan Program was initially funded with \$1,832,000 of general revenue funds at the September 19, 1991 Public Hearing; and

**WHEREAS**, this Board, on July 21, 1992, in Resolution 944-92 authorized execution of a Guaranty Fund Agreement and an Escrow Agreement, which among other things provided that the \$1,832,000 was to be placed in an interest bearing account and set forth the conditions under which the interest could be disbursed; and

**WHEREAS**, the \$1, 832,000 was placed in an interest bearing account and has to date earned approximately \$676,000 in interest; and

**WHEREAS**, the Guaranty Fund Agreement currently allows disbursements of the funds only for the following purposes: first, to pay the Escrow Agent's fees and costs and second to pay for the guaranteed portions of the loans which have fallen into default; and

**WHEREAS**, this Board desires to provide financial support to Black Economic Development Coalition, Inc. d/b/a Tools for Change to allow it to continue implementation of its programs; and

**WHEREAS**, Black Economic Development Coalition, Inc. d/b/a Tools for Change is in need of \$80,000 for operating funds,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board allocates \$80,000 to Black Economic Development Coalition, Inc. d/b/a Tools for Change to be taken from the funds in the Commercial Development Loan Program authorizing the amendment to the Guaranty Fund Agreement in substantially the form attached hereto and made a part hereof; and directing the County Manager to execute said amendment.

The foregoing resolution was sponsored by Commissioner Audrey M. Edmonson and offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman  
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro  
Audrey M. Edmonson  
Sally A. Heyman  
Dorrian D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

Jose "Pepe" Diaz  
Carlos A. Gimenez  
Barbara J. Jordan  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of March, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Shannon D. Summerset

AMENDMENT FOUR TO  
GUARANTY FUND AGREEMENT

The Guaranty Fund Agreement made and entered into on July 21, 1992 by and between Black Economic Development Coalition, Inc, a Florida not-for-profit corporation d/b/a Tools for Change ("TFC"), and Miami-Dade County (f/k/a Dade County), a political subdivision of the state of Florida is hereby, as authorized by Resolution No. \_\_\_\_\_ of the Board of County Commissioners, adopted on \_\_\_\_\_, 2006, amended as follows:

5. Deposit and Disbursement of Funds.

\* \* \*

TFC shall strive to retain and protect the Funds. The Funds shall only be disbursed, to pay for the guaranteed portions of the Loans which have fallen into default and, if required from time to time, to pay amounts due to Escrow Agent for managing and administering the escrow account. Additionally, funds shall be disbursed for any other purpose upon written authorization of the County. TFC shall require in any and all agreements it executes with the Banks that the Banks seek in good faith to exhaust other sources of repayment, by using all available legal or other remedies, including, but not limited to, realization of collateral pledged by the borrower by foreclosure action and seeking payment from individual business owners pursuant to any personal guarantees issued to the Banks, prior to their making any demand for any portion of the Funds pledged to guarantee a portion the Loan. Furthermore, the Guaranty Agreements between TFC and the Banks shall only guarantee the collection by Banks of the originally pledged percentage of the principal amount outstanding at the time of default. TFC shall provide quarterly status reports to Miami-Dade County specifying the status of the Funds and the Loans.

Except for the changes enumerated above all other provisions of the Guaranty Fund Agreement shall remain in full force and effect.

This Amendment is hereby made a part of the Guaranty Fund Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to the Guaranty Fund Agreement to be executed by their undersigned officials as duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

BLACK ECONOMIC DEVELOPMENT  
COALITION, INC. d/b/a TOOLS FOR  
CHANGE, a Florida not-for-profit corporation

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: County Manager

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST

BY: \_\_\_\_\_

TITLE: Clerk, Board of County  
Commissioners

Witnesses:

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Type or Print Name

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Type or Print Name